

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN THE MATTER OF:

NAME:

ROBERT PAUL SPARRA, JR, and
KELLY ELIZABETH SPARRA,

Debtor(s).

ROBERT PAUL SPARRA, JR, and
KELLY ELIZABETH SPARRA,

Movants,

vs.

SELECT PORTFOLIO SERVICING, INC
AS SERVICER FOR DEUTSCH BANK
NATIONAL TRUST COMPANY, AS
TRUSTEE, ON BEHALF OF THE
HOLDERS OF THE THORNBURG
MORTGAGE SECURITIES TRUST
2002-3 MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2002-3

VICTOR WARREN PROPERTIES

Respondents.

DEBTOR'S FIRST AMENDMENT TO HIS VERIFIED MOTION FOR SANCTIONS
FOR WILLFUL VIOLATION OF THE AUTOMATIC STAY

COMES NOW, Debtors, by and through their legal counsel, Bob Phillips, who files this First
Amendment to their Motion for Sanctions and respectfully shows this court as follows:

1.

That paragraph 1-14 of Debtors original Verified Motion is hereby re-alleged and

reaffirmed as if fully set out herein.

2.

That the “Wherefore” clause of Debtors Motion (filed as pro se) is hereby struck and replaced with the “Wherefore” clause at the conclusion of this Amendment.

3.

That the following is added as paragraph 15 thru 21 to Debtors Motion.

15.

That because Respondent clearly received notice of Debtors Chapter 13 filing on the morning of January 2, 2018, (Exhibit 1 Attached faxed copy of Notice to Respondent) the automatic stay was in place and the sale of debtors property by Respondents was intentional and wrongful and in violation of the automatic stay. The ownership interest of Robert Sparra and possessory interest of Debtor and Co-Debtor, Kelly Elizabeth Sparra was protected by the automatic stay at the time of the foreclosure sale of January 2, 2018 by way of their Chapter 13 case (11 U.S.C. §541). A motion for lifting the stay in this case was not in place at the time of foreclosure nor was there an order lifting the automatic stay. For possessory interest See, In re Buford Carl Brown, III, Case No. 17-10021-KKS, United State Bankruptcy Court, Northern District of Florida, Gainesville Division, 11 U.S.C. §541, In re Salvov, 510 B.R. 720, 728 (Bankr. S.D.N.Y. 2014), In re Dominguez, 312 B.R. 499, 506 (Bankr. S.D.N.Y. 2004)(“It is well settled that a debtor’s mere possessory interest in the premises, even absent any legal interest, is protected by the automatic stay”), In re Addon Corp., 231 B.R. 385 (Bankr. N.D. Ga. 1999)

16.

Again an intentional wrongful foreclosure occurred on Debtor’s property because of invalid advertisement of the foreclosure sale. The advertisement of the foreclosure sale by Respondent

actually ran for four weeks but ended on Thursday January 3, 2018, two days after the foreclosure on January 2, 2018. The foreclosure advertisement must be published once a week for four consecutive weeks preceding the sale date. O.C.G.A. §9-13-141. The fourth advertisement cannot appear during the same calendar week as the sale, *Conley v. Redwine*, 109 Ga. 640, 35 S.E. 92(1900). (Exhibit 2, See attached publications of The Champion Legal Section, advertising Sparra property)

17.

That the intentional and wrongful foreclosure sale of Debtors property is null and void because of the flagrant violations of the automatic stay. . (*In re Albany Partners, Ltd.*, 749 F.2d 670, 675 (11th Cir. 1984) (citing *Kalb v. Feurstein*, 308 U.S. 433, 443, 60 S. Ct. 343, 348 (1940); *Borg-Warner Acceptance Corp. v. Hall*, 685 F.2d 1306, 1308 (11th Cir. 1982) , *In re Mary Meeks Brown*, 99-10976-JDW, Bankruptcy Court, Middle District of Georgia (May 2000)). In this case, the court says that “the generally applicable rule is that acts taken in violation of the automatic stay are void and without effect, *ad initio*”

All funds paid by the purchasers to the foreclosing party should be returned and the ownership of the home (legal title subject to any mortgage or liens) should return to the pre-sale position. Additionally, any attempt by the purchaser to remove Debtors by dispossession or other legal action should be placed on hold.

18.

That the Debtors show this Honorable Court that due to new employment, increased earnings and an improvement in his financial position and cash flow he could now fund a chapter 13 plan and he strongly believes would be approved by the Court. The Debtors are entitled to have an opportunity and chance to do so.

19.

That even if Debtor Robert Sparra had exceeded the number of times allowed to file bankruptcy, co-debtor, Kelly Sparra, although not a debtor on the note, was entitled to the benefits of the automatic stay to protect her possessory interest in the property. Additionally as to Robert Sparra, Respondents made no attempt before the foreclosure sale to remove the automatic stay and the stay was in place as to both Debtor and Co-Debtor until further order of the Court. See, In re Buford Carl Brown, III, Case No. 17-10021-KKS, United State Bankruptcy Court, Northern District of Florida, Gainesville Division, 11 U.S.C. §541, In re Salvov, 510 B.R. 720, 728 (Bankr. S.D.N.Y. 2014), In re Dominguez, 312 B.R. 499, 506 (Bankr. S.D.N.Y. 2004) ("It is well settled that a debtor's mere possessory interest in the premises, even absent any legal interest, is protected by the automatic stay"), In re Addon Corp., 231 B.R. 385 (Bankr. N.D. Ga. 1999)

20.

That Victor Warren Properties, Inc., purchaser of the Sparra property on January 2, 2018, filed a Dispossession Warrant in the Magistrate Court of DeKalb County, Georgia on April 4, 2018, while the automatic stay was still in place. This action is another flagrant and intentional violation of the automatic stay. Counsel for Victor Warren Properties, Inc. knew of this action and informed Mr. Sparra that his client, Victor Warren Properties, Inc. would appear at the dispossession hearing and withdraw their complaint and furthermore there would be no reason for Mr. Sparra to attend the hearing. However, Mr Sparra did attend the hearing but Warren Properties did not withdraw their Dispossession claim but instead were very aggressive and "demanded their property" to the court. (Exhibit 3, See attached record of the Magistrate Court of DeKalb County).

21.

In the event this Honorable Court determines for any reason that it cannot treat the sale as null and void, then in the alternative, Debtors seek the right to prove damages suffered, including

specific damages, general damages, punitive damages, and attorney fees for what was clearly a wrongful foreclosure. See O.C.G.A. §23-2-114, Blanton v. Duru, 247 Ga.App. 175, 178 (2000) (“In wrongful foreclosure action, an injured party may seek damages for mental anguish in addition to cancellation of the foreclosure.”), and Blanton, 247 Ga.App. at 177.

WHEREFORE, Movants respectfully pray of the Court as follows:

- A. That this Amendment to their original Motion be filed and considered;
- B. For oral arguments to be scheduled;
- C. For this Court to order the foreclosure sale of January 2, 2018 null and void and for title to the property returned to its presale position;
- D. For the automatic stay to continue for a reasonable time so that Debtors can re-convert their case to a Chapter 13 and file a plan;
- E. That in the alternative, for this Court to award damages, Sanctions for the intentional wrongdoers, including but not limited to general damages, specific damages, punitive damages and attorney fees for the wrongful foreclosure;
- F. For an award of attorney fees for having to defend this action.
- G. For any other relief this Honorable Court deems just.

Date: May 30, 2018.

/s/ Bob Phillips
Bob Phillips
GA Bar No. 576702
Bob Phillips Law
327 Dahlonga St., Suite 604A
Cumming, GA 30040
770-205-1922
bphillips@bobphillipslaw.com

EXHIBIT 1

FAX

— U R G E N T —

ROBERT P SPARRA
KELLY ELIZABETH SPARRA

TO: Rubin, Lubin LLC

FROM:

FAX: 404-921-9003

FAX:

PHONE:

PHONE

SUBJECT: CASE # 17-72318

DATE:

404.496.3994
JAN 01, 2018

COMMENTS: RE Property Address 3606 Inman Drive

URGENT

ROBERT P SPARRA

CASE # 17-72318

TRANSMISSION VERIFICATION REPORT

TIME : 01/02/2018 09:54
NAME :
FAX : 17702340445
TEL :
SER.# : U63274H4J761268

DATE, TIME	01/02 09:52
FAX NO./NAME	4049219003
DURATION	00:01:14
PAGE(S)	03
RESULT	OK
MODE	STANDARD

Deutsche Bank National Bank Trust Company
As Trustee of Thornburg Mortgage Securities
Trust 2002-2003 Mortgage Pass through Certificates,
Series 2002-3

vs.

Robert P Sparra, et al.

Defendant(s).

SUGGESTION OF BANKRUPTCY

Robert P Sparra, a Defendant in this action, has filed for protection under Chapter 13 of the United States Bankruptcy Code, Case No. 17-72318 filed in the Northern District of Georgia (Atlanta Division) on Friday, May 18, 2018. As such, all actions in state court are stayed and any actions taken by the state court in contravention of the automatic stay are void.

Robert P Sparra



CERTIFICATE OF SERVICE

I HEARBY CERTIFY that a true and correct copy of the foregoing has been e-filed with the Clerk of Court Volusia County and sent via E-Mail to: Rubin Lubin, LLC, 3145 Avalon Ridge Place, Peachtree Corners, Ga. 30071

United States Bankruptcy Court
Northern District of Georgia

Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 12/29/2017 at 4:28 PM and filed on 12/29/2017.

Robert Paul Sparra, Jr.
3606 Inman Drive
Atlanta, GA 30319
SSN / ITIN: xxx-xx-8493

Kelly Elizabeth Sparra
3606 Inman Drive
Atlanta, GA 30319
SSN / ITIN: xxx-xx-1216

The case was assigned case number 17-72318-.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <http://ecf.ganb.uscourts.gov/index.html> or at the Clerk's Office, 1340 United States Courthouse, 75 Ted Turner Drive SW, Atlanta, GA 30303.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.



M. Regina Thomas
Clerk, U.S. Bankruptcy
Court

AND MADE A PART HEREOF.

Said legal description being controlling, however the property is more commonly known as 4623 BIRCH RIDGE TRAIL, STONE MOUNTAIN, GA 30083.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants; and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is CHARLOTTE H BUFFINGTON, or tenants(s).

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of your loan. The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: BAYVIEW LOAN SERVICING, LLC, Loss Mitigation Dept., 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146, Telephone Number: 855-709-3400.

M&B BANK as Attorney in Fact for REBECCA L SHIFFETT THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Ruben Lubin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071 Telephone Number: (877) 813-0992 Case No. ++BVC-17-06043-1 BUFFINGTON++

www.rubinelubin.com/property-listings.phpc

420-406158

12/7, 12/14, 12/21, 12/28w

NOTICE OF SALE UNDER POWER

GEORGIA, DEKALB COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from QUEEN REESE WILLIAMS REESE TO FIDELITY HOME MORTGAGE CORP., dated February 10, 1998, recorded March 3, 1998, in Deed Book 09862, Page 0337, DeKalb County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Thirty-Five Thousand and 00/100 dollars (\$35,000.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to Deutsche Bank National Trust Company, as certificate trustee on behalf of Bosco Credit II Trust Series 2010-1, there will be sold at public outcry to the highest bidder for cash at the DeKalb County Courthouse, within the legal hours of sale on the first Tuesday in January, 2018, all property described in said Security Deed including but not limited to the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 126, OF THE 16TH DISTRICT, OF DEKALB COUNTY, GEORGIA, BEING LOT 39, BLOCK "B", SWIFT CREEK SUBDIVISION, UNIT TWO, AS PER PLAT RECORDED IN PLAT BOOK 65, PAGE 120, DEKALB COUNTY, GEORGIA RECORDS, WHEREIN PLAT IS INCORPORATED HEREIN AND MADE A PART HEREOF.

Said legal description being controlling, however the property is more commonly known as 1358 SWIFT CREEK CT, LITHONIA, GA 30058. The indebtedness secured by said

Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants; and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is REBECCA L SHIFFETT, KEISA BOYKIN, or tenants(s).

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of your loan. The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: BAYVIEW LOAN SERVICING, LLC, Loss Mitigation Dept., 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146, Telephone Number: 855-709-3400.

M&B BANK as Attorney in Fact for REBECCA L SHIFFETT THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Ruben Lubin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071 Telephone Number: (877) 813-0992 Case No. ++BMT-17-06962-1 SHIFFETT++

www.rubinelubin.com/property-listings.phpc

420-406157

12/7, 12/14, 12/21, 12/28w

NOTICE OF SALE UNDER POWER

GEORGIA, DEKALB COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from QUEEN REESE WILLIAMS REESE TO FIDELITY HOME MORTGAGE CORP., dated February 10, 1998, recorded March 3, 1998, in Deed Book 09862, Page 0337, DeKalb County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Thirty-Five Thousand and 00/100 dollars (\$35,000.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to Deutsche Bank National Trust Company, as certificate trustee on behalf of Bosco Credit II Trust Series 2010-1, there will be sold at public outcry to the highest bidder for cash at the DeKalb County Courthouse, within the legal hours of sale on the first Tuesday in January, 2018, all property described in said Security Deed including but not limited to the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 124 OF THE 15TH DISTRICT, DEKALB COUNTY, GEORGIA, BEING LOT 2, BLOCK A, SECTION B, UNIT FIVE OF CHURCHILL DOWNS, AS PER PLAT RECORDED IN PLAT BOOK 44, PAGE 35, DEKALB COUNTY RECORDS, WHEREIN PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

Said legal description being controlling, however the property is more commonly known as 2699 COKLEBUR RD, DECATUR, GA 30034. The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the

same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants; and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is QUEEN REESE, WILLIAM REESE, or tenants(s).

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of your loan. The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Franklin Credit Management Corporation, Loss Mitigation Dept., 101 Hudson Street, Jersey City, NJ 07302, Telephone Number: 800-255-5897.

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS CERTIFICATE TRUSTEE ON BEHALF OF BOSCO CREDIT II TRUST SERIES 2010-1 as Attorney in Fact for QUEEN REESE, WILLIAM REESE THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Ruben Lubin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071 Telephone Number: (877) 813-0992 Case No. ++FRG-16-05310-1 REESE++

www.rubinelubin.com/property-listings.phpc

420-406158

12/7, 12/14, 12/21, 12/28w

NOTICE OF SALE UNDER POWER

GEORGIA, DEKALB COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from JEROME W SCOTT TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., dated September 20, 2004, recorded October 4, 2004, in Deed Book 16659, Page 573, DeKalb County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Fifty-Six Thousand and Five Hundred and 00/100 dollars (\$56,500.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE FOR THE CWABS REVOLVING HOME EQUITY LOAN TRUST, SERIES 2004-R, there will be sold at public outcry to the highest bidder for cash at the DeKalb County Courthouse, within the legal hours of sale on the first Tuesday in January, 2018, all property described in said Security Deed including but not limited to the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 185 OF THE 15TH DISTRICT, DEKALB COUNTY, GEORGIA, BEING LOT 32, BLOCK R, UNIT 4, BELVEDERE PARK SUBDIVISION, AS PER PLAT BOOK 23, PAGE 139, DEKALB COUNTY RECORDS, WHEREIN PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DESCRIPTION. Said legal description being controlling, however the property is more commonly known as 3026 SAN JOSE DRIVE, DECATUR, GA

30032. The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants; and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is JEROME W SCOTT, or tenants(s).

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of your loan. The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, Loss Mitigation Dept., 7105 Corporate Drive, Plano, TX 75024, Telephone Number: 800-846-2222.

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE FOR THE CWABS REVOLVING HOME EQUITY LOAN TRUST, SERIES 2004-R

as Attorney in Fact for JEROME W SCOTT THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Ruben Lubin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071 Telephone Number: (877) 813-0992 Case No. ++BAC-17-06347-1 SCOTT++

www.rubinelubin.com/property-listings.phpc

420-406159

12/7, 12/14, 12/21, 12/28w

NOTICE OF SALE UNDER POWER

GEORGIA, DEKALB COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from PAMELA DOTSON TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR AMERITRUST MORTGAGE COMPANY, dated May 25, 2005, recorded July 6, 2005, in Deed Book 17619, Page 93, DeKalb County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of One Hundred Forty-Nine Thousand Four Hundred and 00/100 dollars (\$149,400.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE (CWABS 2005-BCA), there will be sold at public outcry to the highest bidder for cash at the DeKalb County Courthouse, within the legal hours of sale on the first Tuesday in January, 2018, all property described in said Security Deed including but not limited to the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 94 OF THE 15TH DISTRICT, DEKALB COUNTY, GEORGIA, BEING LOT 91, BLOCK A, UNIT TWO, CHAPEL LAKE, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 99, PAGE 106-107, DEKALB COUNTY, GEORGIA RECORDS,

WHICH PLAT IS INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

Said legal description being controlling, however the property is more commonly known as 2575 AUTUMN LAKE LN, DECATUR, GA 30034.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants; and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is PAMELA DOTSON, or tenants(s).

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of your loan. The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: BAYVIEW LOAN SERVICING, LLC, Loss Mitigation Dept., 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146, Telephone Number: 800-771-0299.

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE (CWABS 2005-BCA) as Attorney in Fact for PAMELA DOTSON

THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Ruben Lubin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071 Telephone Number: (877) 813-0992 Case No. ++BVC-16-00958-5 DOTSON++

www.rubinelubin.com/property-listings.phpc

420-406160

12/7, 12/14, 12/21, 12/28w

NOTICE OF SALE UNDER POWER

GEORGIA, DEKALB COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from ROBERT P. SPARRA, JR. TO THORNBERG MORTGAGE HOME LOANS, INC. dated June 26, 2002, recorded July 1, 2002, in Deed Book 13440, Page 1, DeKalb County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Three Hundred Twelve Thousand Seven Hundred and 00/100 dollars (\$312,700.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to Deutsche Bank National Trust Company, as certificate trustee on behalf of the holders of the Thornburg Mortgage Securities Trust 2002-3 Mortgage Pass-Through Certificates, Series 2002-3, there will be sold at public outcry to the highest bidder for cash at the DeKalb County Courthouse, within the legal hours of sale on the first Tuesday in January, 2018, all property described in said Security Deed including but not limited to the following described property:

Land referred to in this commitment is described as all that certain property situated in the county of DeKalb and state of Georgia and being described in a deed dated September 16, 1999, and recorded October 6, 1999, among the land records of this county and state set forth above and references as follows: Book 10983 and Page 165. All that tract or parcel

of land lying and being in Land Lot 276 of the 18th District of DeKalb County, Georgia, being Lot 19, Block 9 of Oglethorpe Estate Subdivision, Unit 4-B, as per plat recorded in Plat Book 26, Page 19, DeKalb County records, and being more particularly described as follows: beginning at an iron pin on the northeast right of way line of Inman Drive, 535 feet southeasterly, northeasterly, northerly and westerly, as measured along the southeasterly, southeasterly, easterly and northeasterly right of way line of Inman Drive, and following the curvature thereof, from the point of intersection of the southeasterly right of way line of Inman Drive and the easterly right of way line of Woodrow Way, if said street lines were extended to form an angle instead of a curve, said point of beginning also being located at the westernmost corner of lot 18 of said block, unit and subdivision; thence running in a northerly, northerly and northeasterly direction along the north-easterly, easterly and southeasterly right of way line of Inman Drive and following the curvature thereof, 250 feet to an iron pin; thence running in a southeasterly direction along the southwestern line of lot 20 of said block, unit and subdivision, 172.2 feet to an iron pin; thence running in a southeasterly direction along the northwestern line of lot 18 of said block, unit and subdivision, 149.7 feet to an iron pin on the northeast right of way line of Inman Drive, which is the point of beginning. Tax ID # 18-276-19-035

Said legal description being controlling, however the property is more commonly known as 3608 INMAN DRIVE, ATLANTA, GA 30319. The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants; and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is ROBERT P. SPARRA, JR., or tenants(s).

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of your loan. The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Select Portfolio Servicing, Inc., Loss Mitigation Dept., 3217 S. Decker Lake Dr., Salt Lake City, UT 84119, Telephone Number: 888-818-6032.

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE THORNBERG MORTGAGE SECURITIES TRUST 2002-3 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-3 as Attorney in Fact for ROBERT P. SPARRA, JR.

THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Ruben Lubin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071 Telephone Number: (877) 813-0992 Case No. ++SPS-11-14244-24 SPARRA++

www.rubinelubin.com/property-listings.phpc

420-406161

12/7, 12/14, 12/21, 12/28w

NOTICE OF SALE UNDER POWER

GEORGIA, DEKALB COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from THOMAS HARMUTH TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC AS NOMINEE FOR WYNDHAM CAPITAL MORTGAGE INC., dated December 30, 2016, recorded February 6, 2017, in Deed Book 26067, Page 14a Instrument Number 2017028520, DeKalb County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Two Hundred Forty-Five Thousand Six Hundred Twenty-Four and 00/100 dollars (\$245,624.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to PennyMac Loan Services, LLC, there will be sold at public outcry to the highest bidder for cash at the DeKalb County Courthouse, within the legal hours of sale on the first Tuesday in January, 2018, all property described in said Security Deed including but not limited to the following described property:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DEKALB, STATE OF GEORGIA, AND IS DESCRIBED AS FOLLOWS: ALL THAT TRACT OR PARCEL OF LAND LOTS 107 AND 108 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA, AND BEING LOT 6, BLOCK E, UNIT TWO, WOODLAND HILLS SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 18, PAGE 55 DEKALB COUNTY, GEORGIA RECORDS; SAID PLAT IS HEREBY INCORPORATED HEREIN BY REFERENCE. Said legal description being controlling, however the property is more commonly known as 1165 SHEPHERDS LN NE, ATLANTA, GA 30324.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants; and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is THOMAS HARMUTH, or tenants(s).

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of your loan. The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: PennyMac Loan Services, LLC, Loss Mitigation Dept., 304 Townsgate Rd., Suite 200, Westlake Village, CA 91361, Telephone Number: 1-866-549-3583.

PENNYMAC LOAN SERVICES, LLC as Attorney in Fact for THOMAS HARMUTH

THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Ruben Lubin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071 Telephone Number: (877) 813-0992 Case No. ++PNT-17-06808-1 HARMUTH++

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PAGE 26C

cords, and being more particularly described as follows: beginning at an iron pin on the northeast right of way line of Inman Drive, 535 feet southeasterly, northeasterly, northerly and northwesterly, as measured along the southeasterly, southeasterly, easterly and northeasterly right of way line of Inman Drive, and following the curvature thereof, from the point of intersection of the southeasterly right of way line of Inman Drive and the easterly right of way line of Woodrow Way, if said street lines were extended to form an angle instead of a curve, said point of beginning also being located at the westernmost corner of lot 18 of said block, unit and subdivision; thence running in a northwesterly, northerly and northeasterly direction along the northeasterly, easterly and southeasterly right of way line of Inman Drive and following the curvature thereof, 250 feet to an iron pin; thence running in a southeasterly direction along the southwestern line of lot 20 of said block, unit and subdivision, 167.2 feet to an iron pin; thence running in a southeasterly direction along the northwestern line of lot 18 of said block, unit and subdivision, 149.7 feet to an iron pin on the northeast right of way line of Inman Drive, which point is the point of beginning. Tax ID # 18-276-19-035

Said legal description being controlling, however the property is more commonly known as 3666 INMAN DRIVE, ATLANTA, GA 30319.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants; and any other matters of record superior to said Security Deed. To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is ROBERT P. SPARRA, JR., ROBERT SPARRA JR, or tenants(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of your loan. The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Select Portfolio Servicing, Inc., Loss Mitigation Dept., 3217 S. Decker Lake Dr., Salt Lake City, UT 84119, Telephone Number: 888-818-6032.

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE THORNBURG MORTGAGE SECURITIES TRUST 2002-3 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-3

as Attorney in Fact for ROBERT P. SPARRA, JR. THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW, IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Rubin Lublin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071 Telephone Number: (877) 813-0992 Case No. ++SPS-11-14244-24 SPARRA++
www.rublinlublin.com/property-listings.phpc

420-406163
12/7,12/14,12/21,12/28w
NOTICE OF SALE UNDER POWER
GEORGIA, DEKALB COUNTY
By virtue of a Power of Sale contained in that certain Security Deed from LISA R. WRIGHT to NATIONS-BANC MORTGAGE CORPORATION, dated February 18, 1999, recorded February 22, 1999, in Deed Book 10536, Page 280, DeKalb County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Eighty-Three Thousand and 00/100 dollars (\$83,000.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to BANK OF AMERICA, N.A., there will be sold at public outcry to the highest bidder for cash at the DeKalb County Courthouse, within the legal hours of sale on the first Tuesday in January, 2018, all property described in said Security Deed including but not limited to the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 253 OF THE 15TH DISTRICT OF DEKALB COUNTY, GEORGIA, BEING KNOWN AND DESIGNATED AS LOT 12, BLOCK "A", THE WOODS SUBDIVISION, AS PER PLAT RECORDED AT PLAT BOOK 72, PAGE 176, DEKALB COUNTY, GEORGIA RECORDS, WHICH PLAT BY REFERENCE IS INCORPORATED HEREIN AND MADE A PART HEREOF.

Said legal description being controlling, however the property is more commonly known as 3913 WOOD PATH DRIVE, STONE MOUNTAIN, GA 30083.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants; and any other matters of record superior to said Security Deed.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is LISA R. WRIGHT, or tenants(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of your loan. The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, Loss Mitigation Dept., 7105 Corporate Drive, Plano, TX 75024, Telephone Number: 800-848-2222.

as Attorney in Fact for LISA R. WRIGHT
THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW, IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Rubin Lublin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071 Telephone Number: (877) 813-0992 Case No. ++BAC-15-00220-5 WRIGHT++
www.rublinlublin.com/property-listings.phpc

420-406164
12/7,12/14,12/21,12/28w
NOTICE OF SALE UNDER POWER
GEORGIA, DEKALB COUNTY
By virtue of a Power of Sale contained in that certain Security Deed from WALTER H HOTZ to JP MORGAN CHASE BANK N.A., dated September 30, 2011, recorded October 10, 2011, in Deed Book 22871, Page 159, DeKalb County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of One Hundred Ten Thousand Six Hundred Ninety and 00/100 dollars (\$110,690.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to Bayview Loan Servicing, LLC, there will be sold at public outcry to the highest bidder for cash at the DeKalb County Courthouse, within the legal hours of sale on the first Tuesday in January, 2018, all property described in said Security Deed including but not limited to the following described property:

ALL THAT TRACT OF LAND LYING AND BEING IN LAND LOT 92 OF THE 16TH DISTRICT, DEKALB COUNTY, GEORGIA BEING LOT 9, BLOCK A, OF BRETTON WOODS SUBDIVISION AS SHOWN IN PLAT RECORDED IN PLAT BOOK 82, PAGE 117, DEKALB COUNTY, GEORGIA, RECORDS.

Said legal description being controlling, however the property is more commonly known as 5969 BRETTON WOODS DR, LITHONIA, GA 30058.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants; and any other matters of record superior to said Security Deed.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is WALTER H HOTZ, or tenants(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of your loan. The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: BAYVIEW LOAN SERVICING, LLC, Loss Mitigation Dept., 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146, Telephone Number: 800-771-0299.

as Attorney in Fact for WALTER H HOTZ
THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW, IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Rubin Lublin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071 Telephone Number: (877) 813-0992 Case No. ++BVC-17-05589-1 HOTZ++
www.rublinlublin.com/property-listings.phpc

420-406165
12/7,12/14,12/21,12/28w
NOTICE OF SALE UNDER POWER
GEORGIA, DEKALB COUNTY
By virtue of a Power of Sale contained in that certain Security Deed from Cynthia Banks to Mortgage Electronic Registration Systems Inc., as nominee for M&A-Altitude Financial Services Inc., dated November 7, 2009, recorded July 23, 2010, in Deed Book 22058, Page 32 (See Court Order at 244830342), DeKalb County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of One Hundred Nineteen Thousand Five Hundred Forty-Two and 00/100 dollars (\$119,542.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to Bayview Loan Servicing, LLC, a Delaware Limited Liability Company, there will be sold at public outcry to the highest bidder for cash at the DeKalb County Courthouse, within the legal hours of sale on the first Tuesday in January, 2018, all property described in said Security Deed including but not limited to the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 28 OF THE 16TH DISTRICT OF DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONDOMINIUM UNIT 91, PHASE ONE OF THE HIGHLAND AT HIDDEN HILLS CONDOMINIUM, AS MORE PARTICULARLY DESCRIBED AND DELINEATED IN THE DECLARATION OF CONDOMINIUM FOR THE HIGHLANDS AT HIDDEN HILLS CONDOMINIUM, RECORDED IN DEED BOOK 4891, PAGE 439, ET SEQ., DEKALB COUNTY, GEORGIA RECORDS, AS MAY BE AMENDED.

THIS CONVEYANCE IS MADE SUBJECT TO THE DECLARATION AND ALL MATTERS REFERENCED THEREIN. ALL MATTERS SHOWN ON THE PLAT RECORDED IN CONDOMINIUM PLAT BOOK 4, PAGE 164, DEKALB COUNTY, GEORGIA RECORDS, AS MAY BE AMENDED, AND THE FLOOR PLANS RECORDED IN CONDOMINIUM FLOOR PLAN FOLDER 130 AFORESAID RECORDS, AS MAY BE AMENDED, TOGETHER WITH AND SUBJECT TO THOSE CERTAIN EASEMENTS, RIGHT, BENEFITS AND BURDENS APPERTAINING TO THE PROPERTY CONVEYED HEREBY UNDER AND PURSUANT TO THAT CERTAIN DECLARATION OF EASEMENTS, DATED DECEMBER 16, 1982 AND RECORDED IN DEED BOOK 4891, PAGE 428, DEKALB COUNTY, GEORGIA.

Said legal description being controlling, however the property is more commonly known as 5089 Highland Hills Court, Stone Mountain, GA 30088.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants; and any other matters of record superior to said Security Deed.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is Cynthia Banks, or tenants(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or

modification of the terms of your loan. The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: BAYVIEW LOAN SERVICING, LLC, Loss Mitigation Dept., 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146, Telephone Number: 800-771-0299. BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY as Attorney in Fact for CYNTHIA BANKS
THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW, IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Rubin Lublin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071 Telephone Number: (877) 813-0992 Case No. ++BVC-13-03267-3 BANKS++
www.rublinlublin.com/property-listings.phpc

420-406166
12/7,12/14,12/21,12/28w
NOTICE OF SALE UNDER POWER
GEORGIA, DEKALB COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from DONALD LEE BROWN, JOANN H. BROWN to JPMORGAN CHASE BANK N.A., dated April 12, 2014, recorded April 23, 2014, in Deed Book 23435, Page 619, DeKalb County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Ninety-Four Thousand Nine Hundred Forty-Eight and 00/100 dollars (\$94,948.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to Bayview Loan Servicing, LLC, a Delaware Limited Liability Company, there will be sold at public outcry to the highest bidder for cash at the DeKalb County Courthouse, within the legal hours of sale on the first Tuesday in January, 2018, all property described in said Security Deed including but not limited to the following described property:

LAND SITUATED IN THE COUNTY OF DEKALB IN THE STATE OF GA ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 29 OF THE 15TH DISTRICT OF DEKALB COUNTY, GEORGIA, BEING LOT 12, BLOCK C, CHIMNEY RIDGE SUBDIVISION, UNIT TWO, AS PER PLAT RECORDED IN PLAT BOOK 69, PAGE 77, DEKALB COUNTY, GEORGIA RECORDS, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY. COMMONLY KNOWN AS: 3715 CHIMNEY RIDGE CT, ELLENWOOD, GA 30294

Said legal description being controlling, however the property is more commonly known as 3715 CHIMNEY RIDGE CT, ELLENWOOD, GA 30294.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants; and any other matters of record superior to said Security Deed.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is DONALD LEE BROWN, JOANN H. BROWN, or tenants(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not

entitled by law to an amendment or modification of the terms of your loan. The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: BAYVIEW LOAN SERVICING, LLC, Loss Mitigation Dept., 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146, Telephone Number: 800-771-0299. BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY as Attorney in Fact for DONALD LEE BROWN, JOANN H. BROWN
THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW, IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Rubin Lublin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071 Telephone Number: (877) 813-0992 Case No. ++BVC-17-06994-1++
www.rublinlublin.com/property-listings.phpc

420-406167
12/7,12/14,12/21,12/28w
NOTICE OF SALE UNDER POWER
STATE OF GEORGIA
COUNTY OF DEKALB

Under and by virtue of the power of sale contained within that certain Security Deed dated September 18, 2000, from Juanita M. Smith to Bank of America, N.A., recorded on November 8, 2000 in Deed Book 11689 at Page 451 DeKalb County, Georgia records, and said Security Deed having been given to secure a note dated September 18, 2000, in the amount of \$1,650.00, and said Note being in default, the undersigned will sell at public outcry during the legal hours of sale before the door of the courthouse of DeKalb County, Georgia, on January 2, 2018 the following described real property (hereinafter referred to as the "Property"): ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 34, OF THE 15TH DISTRICT, OF DEKALB COUNTY, GEORGIA, BEING LOT 2, CHAPEL HILL, UNIT X, PHASE I, AS PER PLAT RECORDED IN PLAT BOOK 86, PAGE 128, DEKALB COUNTY RECORDS. The debt secured by the Security Deed and evidenced by the Note and has been, and is hereby, declared due and payable because of, among other possible events of default, failure to make the payments as required by the terms of the Note. The debt remaining in default and this sale will be made for the purposes of paying the Security Deed, accrued interest, and all expenses of the sale, including attorneys' fees. Notice of intention to collect attorneys' fees has been given as provided by law. To the best of the undersigned's knowledge, the person(s) in possession of the property is/are Juanita M. Smith. The property, being commonly known as 4218 Southvale Drive, Decatur, GA, 30034 in DeKalb County, will be sold as the property of Juanita M. Smith, subject to any outstanding ad valorem taxes (including taxes which are a lien and not yet due and payable), any matters affecting title to the property which would be disclosed by accurate survey and inspection thereof, and all assessments, liens, encumbrances, restrictions, covenants, and matters of record to the Security Deed. Pursuant to O.C.G.A. Section 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend or modify all terms of the above described mortgage is as follows: Bank of America, N.A., 9000 Southside Boulevard, Building 400, Jacksonville, FL 32256, 1-877-744-7691. The foregoing notwithstanding, nothing in O.C.G.A. Section 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instrument. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Albertell Law Attorney for BANK OF AMERICA, N.A., as Attorney in Fact for Juanita M. Smith 100 Galleria Parkway, Suite 960 Atlanta, GA 30338 Phone: (770) 373-4242 By: James E. Albertell, Esq. For the prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not

entitled by law to an amendment or modification of the terms of your loan. The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: BAYVIEW LOAN SERVICING, LLC, Loss Mitigation Dept., 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146, Telephone Number: 800-771-0299. BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY as Attorney in Fact for DONALD LEE BROWN, JOANN H. BROWN
THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW, IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Rubin Lublin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071 Telephone Number: (877) 813-0992 Case No. ++BVC-17-06994-1++
www.rublinlublin.com/property-listings.phpc

420-406168
12/7,12/14,12/21,12/28w
NOTICE OF SALE UNDER POWER
STATE OF GEORGIA
COUNTY OF DEKALB

Under and by virtue of the power of sale contained within that certain Security Deed dated September 18, 2000, from Juanita M. Smith to Bank of America, N.A., recorded on November 8, 2000 in Deed Book 11689 at Page 451 DeKalb County, Georgia records, and said Security Deed having been given to secure a note dated September 18, 2000, in the amount of \$1,650.00, and said Note being in default, the undersigned will sell at public outcry during the legal hours of sale before the door of the courthouse of DeKalb County, Georgia, on January 2, 2018, the following described real property (hereinafter referred to as the "Property"): ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 178 OF THE 15TH DISTRICT, DEKALB COUNTY, GEORGIA, BEING LOT 16, BLOCK A, DR. ARCH AVERY PROPERTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN "X" MARK IN CONCRETE LOCATED ON THE WEST RIGHT OF WAY OF BLAKE AVENUE (FORMERLY AVEY LAKE) ONE HUNDRED THIRTY (130) FEET SOUTH OF THE WEST RIGHT OF WAY LINE OF BLAKE AVENUE, FROM THE POINT OF INTERSECTION OF BLAKE AVENUE WITH THE SOUTH RIGHT OF WAY LINE OF MARBUR AVENUE (FORMERLY MCPHERSON AVENUE); THENCE RUNNING SOUTH ALONG THE WEST RIGHT OF WAY LINE OF BLAKE AVENUE FORTY-FIVE (45) FEET TO AN "X" MARK IN CONCRETE, SAID "X" MARK BEING LOCATED ONE HUNDRED FIFTY (150) FEET NORTH, AS MEASURED ALONG THE WEST RIGHT OF WAY LINE OF BLAKE AVENUE, FROM THE POINT OF INTERSECTION OF BLAKE AVENUE WITH THE SOUTH RIGHT OF WAY LINE OF MARBUR AVENUE (FORMERLY MCPHERSON AVENUE); THENCE RUNNING SOUTH ALONG THE WEST RIGHT OF WAY LINE OF BLAKE AVENUE FORTY-FIVE (45) FEET TO AN "X" MARK IN CONCRETE, SAID "X" MARK BEING LOCATED ONE HUNDRED FIFTY (150) FEET NORTH, AS MEASURED ALONG THE WEST RIGHT OF WAY LINE OF BLAKE AVENUE, FROM THE POINT OF INTERSECTION OF BLAKE AVENUE WITH THE SOUTH RIGHT OF WAY LINE OF MARBUR AVENUE (FORMERLY MCPHERSON AVENUE); 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THE CHAMPION LEGAL SECTION, THURSDAY, DECEMBER 21 - 27, 2017

JACQUELINE MORRIS
THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Ruben Lublin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071
Telephone Number: (877) 813-0992
Case No. ++SEF-17-03471-4 MORRIS++
www.rubinelublin.com/property-listings.php

420-406152
12/7, 12/14, 12/21, 12/28WG

NOTICE OF SALE UNDER POWER

GEORGIA, DEKALB COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from GREGORY D BROWN SR to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MORTGAGE LENDERS NETWORK USA, INC., dated November 8, 2006, recorded November 17, 2008, in Deed Book 19378, Page 29, DeKalb County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Two Hundred Sixty Thousand and 00/100 dollars (\$260,000.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to Wilmington Savings Fund Society, FSB, d/b/a Christiansa Trust, not individually but as trustee for Hilldale Trust, there will be sold at public outcry to the highest bidder for cash at the DeKalb County Courthouse, within the legal hours of sale on the first Tuesday in January, 2018, all property described in said Security Deed including but not limited to the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 217 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA, BEING PART OF LOT 10, BLOCK KK, UNIT 1, SMOKE RISE SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 43, PAGE 119, DEKALB COUNTY, GEORGIA RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT (IRON PIN FOUND) ON THE NORTHWESTERLY RIGHT OF WAY OF OXBOW ROAD (60 FOOT RIGHT OF WAY) SAID IRON PIN BEING LOCATED 181.4 FEET NORTHEASTERLY, AS MEASURED ALONG THE NORTHWESTERLY RIGHT OF WAY OF OXBOW ROAD FROM ITS INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY OF ANTELOPE LANE; RUNNING THENCE NORTH 14 DEGREES 51 MINUTES 06 SECONDS WEST 205.52 FEET TO AN IRON PIN FOUND; RUNNING THENCE NORTH 19 DEGREES 34 MINUTES 30 SECONDS EAST 140.39 FEET TO AN IRON PIN FOUND; THENCE RUNNING SOUTH 26 DEGREES 05 MINUTES 19 SECONDS EAST 165.48 FEET TO AN IRON PIN FOUND; RUNNING THENCE SOUTH 32 DEGREES 0 MINUTES 32 SECONDS EAST 142.3 FEET TO AN IRON PIN FOUND ON THE AFORESAID RIGHT OF WAY OF OXBOW ROAD; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, WHICH CURVE HAS A RADIUS OF 886.25 FEET, AN ARC DISTANCE OF 155.34 FEET, AND WHICH ARC IS SUBTENDED BY A CHORD BEARING SOUTH 66 DEGREES 30 MINUTES 49 SECONDS WEST AND HAVING A LENGTH OF 155.01 FEET TO AN IRON PIN AND THE POINT OF BEGINNING.

ALL ACCORDING TO PLAT OF SURVEY PREPARED BY PERRY E. MCCLUNG, GEORGIA REGISTERED LAND SURVEYOR, DATED AUGUST 21, 1997, SAID SURVEY IS INCORPORATED HEREIN BY REFERENCE THERETO IN ORDER TO MORE FULLY SHOW THE METES, BOUNDS, COURSES AND DISTANCES OF SAID PROPERTY, BEING KNOWN AS 5258 OXBOW ROAD, ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN DEKALB COUNTY, GEORGIA.

Said legal description being controlling, however the property is more commonly known as 5258 OXBOW ROAD, STONE MOUNTAIN, GA 30087.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness

remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants; and any other matters of record superior to said Security Deed.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is GREGORY D BROWN SR, or tenants(s).

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of your loan.

The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: FAY SERVICING, LLC, Loss Mitigation Dept., 440 S LaSalle, 20th Floor, Chicago, IL 60605, Telephone Number: 800-495-7166. WILLINGMONT SAVINGS FUND SOCIETY, FSB, d/b/a CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR HILLDALE TRUST

as Attorney in Fact for GREGORY D BROWN SR THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Ruben Lublin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071
Telephone Number: (877) 813-0992
Case No. ++FAY-16-05431-3 BROWN++
www.rubinelublin.com/property-listings.php

420-406155
12/7, 12/14, 12/21, 12/28WG

NOTICE OF SALE UNDER POWER

GEORGIA, DEKALB COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from CHARLOTTE H BUFFINGTON to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR WACHOVIA MORTGAGE CORPORATION, dated February 25, 2004, recorded April 2, 2004, in Deed Book 15974, Page 115, DeKalb County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Sixty-Six Thousand Two Hundred Sixty and 00/100 dollars (\$66,260.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to Deutsche Bank National Trust Company, as certificate trustee on behalf of Bosco Credit II Trust Series 2010-1, there will be sold at public outcry to the highest bidder for cash at the DeKalb County Courthouse, within the legal hours of sale on the first Tuesday in January, 2018, all property described in said Security Deed including but not limited to the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 194 OF THE 15TH DISTRICT OF DEKALB COUNTY, GEORGIA, BEING LOT 18, BLOCK J, UNIT FIVE, WOODBRIDGE SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 62, PAGE 70, DEKALB COUNTY RECORDS, BEING IMPROVED BY PROPERTY KNOWN AS 4623 BIRCH RIDGE TRAIL. ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN DEKALB COUNTY, GEORGIA, SAID PLAT BY REFERENCE IS INCORPORATED HEREIN AND MADE A PART HEREOF.

Said legal description being controlling, however the property is more commonly known as 4623 BIRCH RIDGE TRAIL, STONE MOUNTAIN, GA 30083.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness

remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants; and any other matters of record superior to said Security Deed.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is CHARLOTTE H BUFFINGTON, or tenants(s).

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of your loan.

The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: BAYVIEW LOAN SERVICING, LLC, Loss Mitigation Dept., 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146, Telephone Number: 800-771-0299.

BAYVIEW LOAN SERVICING, LLC as Attorney in Fact for CHARLOTTE H BUFFINGTON THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Ruben Lublin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071
Telephone Number: (877) 813-0992
Case No. ++BVC-17-06043-1 BUFFINGTON++
www.rubinelublin.com/property-listings.php

420-406157
12/7, 12/14, 12/21, 12/28WG

NOTICE OF SALE UNDER POWER

GEORGIA, DEKALB COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from QUEEN REESE, WILLIAM REESE to FIDELITY HOME MORTGAGE CORP., dated February 16, 1998, recorded March 3, 1998, in Deed Book 09862, Page 0337, DeKalb County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Thirty-Five Thousand and 00/100 dollars (\$35,000.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to Deutsche Bank National Trust Company, as certificate trustee on behalf of Bosco Credit II Trust Series 2010-1, there will be sold at public outcry to the highest bidder for cash at the DeKalb County Courthouse, within the legal hours of sale on the first Tuesday in January, 2018, all property described in said Security Deed including but not limited to the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 124 OF THE 15TH DISTRICT, DEKALB COUNTY, GEORGIA, BEING LOT 2, BLOCK A, SECTION B, UNIT FIVE OF CHURCHILL DOWNS, AS PER PLAT BOOK 44, PAGE 35, DEKALB COUNTY RECORDS, BEING IMPROVED BY PROPERTY KNOWN AS 4623 BIRCH RIDGE TRAIL. ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN DEKALB COUNTY, GEORGIA, SAID PLAT BY REFERENCE IS INCORPORATED HEREIN AND MADE A PART HEREOF.

Said legal description being controlling, however the property is more commonly known as 2699 COCKLEBUR RD, DECATUR, GA 30034.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness

remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants; and any other matters of record superior to said Security Deed.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is QUEEN REESE, WILLIAM REESE, or tenants(s).

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of your loan.

The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: FRANKLIN CREDIT MANAGEMENT CORPORATION, Loss Mitigation Dept., 101 Hudson Street, Jersey City, NJ 07302, Telephone Number: 800-255-5897.

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS CERTIFICATE TRUSTEE ON BEHALF OF BOSCO CREDIT II TRUST SERIES 2010-1 as Attorney in Fact for QUEEN REESE, WILLIAM REESE

THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Ruben Lublin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071
Telephone Number: (877) 813-0992
Case No. ++FRC-16-05310-1 REESE++
www.rubinelublin.com/property-listings.php

420-406158
12/7, 12/14, 12/21, 12/28WG

NOTICE OF SALE UNDER POWER

GEORGIA, DEKALB COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from JEROME W SCOTT to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., dated September 20, 2004, recorded October 4, 2004, in Deed Book 16659, Page 573, DeKalb County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Fifty-Six Thousand Five Hundred and 00/100 dollars (\$56,500.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to the BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE FOR THE CWABS REVOLVING HOME EQUITY LOAN TRUST, SERIES 2004-R, there will be sold at public outcry to the highest bidder for cash at the DeKalb County Courthouse, within the legal hours of sale on the first Tuesday in January, 2018, all property described in said Security Deed including but not limited to the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 185 OF THE 15TH DISTRICT, DEKALB COUNTY, GEORGIA, BEING LOT 32, BLOCK R, UNIT 4, BELVEDERE PARK SUBDIVISION, AS PER PLAT BOOK 23, PAGE 139, DEKALB COUNTY RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DESCRIPTION.

Said legal description being controlling, however the property is more commonly known as 3026 SAN JOSE DRIVE, DECATUR, GA

30032. The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants; and any other matters of record superior to said Security Deed.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is JEROME W SCOTT, or tenants(s).

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of your loan.

The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, Loss Mitigation Dept., 7195 Corporate Drive, Plano, TX 75024, Telephone Number: 800-846-2222.

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE FOR THE CWABS REVOLVING HOME EQUITY LOAN TRUST, SERIES 2004-R

as Attorney in Fact for JEROME W SCOTT

THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Ruben Lublin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071
Telephone Number: (877) 813-0992
Case No. ++BAC-17-06347-1 SCOTT++
www.rubinelublin.com/property-listings.php

420-406159
12/7, 12/14, 12/21, 12/28WG

NOTICE OF SALE UNDER POWER

GEORGIA, DEKALB COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from PAMELA DOTSON to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR AMERITRUST MORTGAGE COMPANY, dated May 25, 2005, recorded July 6, 2005, in Deed Book 17619, Page 93, DeKalb County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of One Hundred Forty-Nine Thousand Four Hundred and 00/100 dollars (\$149,400.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE(CWABS 2005-BC4), there will be sold at public outcry to the highest bidder for cash at the DeKalb County Courthouse, within the legal hours of sale on the first Tuesday in January, 2018, all property described in said Security Deed including but not limited to the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 94 OF THE 15TH DISTRICT, DEKALB COUNTY, GEORGIA, BEING LOT 91, BLOCK A, UNIT TWO, CHAPEL LAKE, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 99, PAGE 106-107, DEKALB COUNTY, GEORGIA RECORDS,

of land lying and being in Land Lot 276 of the 18th District of DeKalb County, Georgia, being Lot 19, Block 9 of Oglethorpe Estate Subdivision, Unit 4-8, as per plat recorded in Plat Book 26, Page 19, DeKalb County records, and being more particularly described as follows: beginning at an iron pin on the northeast right of way line of Inman Drive, 535 feet southeasterly, northeasterly, northerly and northwesterly, as measured along the southeasterly, southeasterly, easterly and northeasterly right of way line of Inman Drive, and following the curvature thereof, form the point of intersection of the southeasterly right of way line of Inman Drive and the easterly right of way line of Woodrow Way, if said street lines were extended to form an angle instead of a curve, said point of beginning also being located at the westernmost corner of lot 18 of said block, unit and subdivision; thence running in a northwesterly, northerly and northeasterly direction along the north-easterly, easterly and southeasterly right of way line of Inman Drive and following the curvature thereof, 250 feet to an iron pin; thence running in a southeasterly direction along the southwestern line of lot 20 of said block, unit and subdivision, 167.2 feet to an iron pin; thence running in a southeasterly direction along the northwestern line of lot 18 of said block, unit and subdivision, 149.7 feet to an iron pin on the northeast right of way line of Inman Drive, which point is the point of beginning. Tax ID # 18-276-10-035

Said legal description being controlling, however the property is more commonly known as 3606 INMAN DRIVE, ATLANTA, GA 30319.

WHICH PLAT IS INCORPORATED

HEREIN AND MADE A PART HEREOF BY REFERENCE.

Said legal description being controlling, however the property is more commonly known as 2575 AUTUMN LAKE LN, DECATUR, GA 30034.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants; and any other matters of record superior to said Security Deed.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is PAMELA DOTSON, or tenants(s).

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of your loan.

The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: BAYVIEW LOAN SERVICING, LLC, Loss Mitigation Dept., 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146, Telephone Number: 800-771-0299.

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS SUCCESSOR INDENTURE TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS INDENTURE TRUSTEE FOR THE CWABS REVOLVING HOME EQUITY LOAN TRUST, SERIES 2004-R

as Attorney in Fact for PAMELA DOTSON

THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Ruben Lublin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071
Telephone Number: (877) 813-0992
Case No. ++BVC-16-00950-5 DOTSON++
www.rubinelublin.com/property-listings.php

420-406160
12/7, 12/14, 12/21, 12/28WG

NOTICE OF SALE UNDER POWER

GEORGIA, DEKALB COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from ROBERT P. SPARRA, JR. to THORNBURO MORTGAGE HOME LOANS, INC., dated June 26, 2002, recorded July 17, 2002, in Deed Book 13440, Page 93, DeKalb County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Three Hundred Twelve Thousand Seven Hundred and 00/100 dollars (\$312,700.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to Deutsche Bank National Trust Company, as Trustee, on behalf of the holders of the Thornburo Mortgage Securities Trust 2002-3 Mortgage Pass-Through Certificates, Series 2002-3, there will be sold at public outcry to the highest bidder for cash at the DeKalb County Courthouse, within the legal hours of sale on the first Tuesday in January, 2018, all property described in said Security Deed including but not limited to the following described property:

Land referred to in this commitment is described as all that certain property situated in the county of DeKalb and state of Georgia and being described in a deed dated September 16, 1999, and recorded October 6, 1999, among the land records of the county and state set forth above and referenced as follows: Book 10983 and Page 165. All that tract or parcel

of land lying and being in Land Lot 276 of the 18th District of DeKalb County, Georgia, being Lot 19, Block 9 of Oglethorpe Estate Subdivision, Unit 4-8, as per plat recorded in Plat Book 26, Page 19, DeKalb County records, and being more particularly described as follows: beginning at an iron pin on the northeast right of way line of Inman Drive, 535 feet southeasterly, northeasterly, northerly and northwesterly, as measured along the southeasterly, southeasterly, easterly and northeasterly right of way line of Inman Drive, and following the curvature thereof, form the point of intersection of the southeasterly right of way line of Inman Drive and the easterly right of way line of Woodrow Way, if said street lines were extended to form an angle instead of a curve, said point of beginning also being located at the westernmost corner of lot 18 of said block, unit and subdivision; thence running in a northwesterly, northerly and northeasterly direction along the north-easterly, easterly and southeasterly right of way line of Inman Drive and following the curvature thereof, 250 feet to an iron pin; thence running in a southeasterly direction along the southwestern line of lot 20 of said block, unit and subdivision, 167.2 feet to an iron pin; thence running in a southeasterly direction along the northwestern line of lot 18 of said block, unit and subdivision, 149.7 feet to an iron pin on the northeast right of way line of Inman Drive, which point is the point of beginning. Tax ID # 18-276-10-035

Said legal description being controlling, however the property is more commonly known as 3606 INMAN DRIVE, ATLANTA, GA 30319.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants; and any other matters of record superior to said Security Deed.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is ROBERT P. SPARRA, JR., or tenants(s).

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Please note that, pursuant to O.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of your loan.

The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Select Portfolio Servicing, Inc., Loss Mitigation Dept., 3217 S. Decker Lake Dr., Salt Lake City, UT 84119, Telephone Number: 888-818-6032.

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE THORNBURO MORTGAGE SECURITIES TRUST 2002-3 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-3 as Attorney in Fact for ROBERT P. SPARRA, JR.

THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Ruben Lublin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071
Telephone Number: (877) 813-0992
Case No. ++SPS-11-14244-24 SPARRA++
www.rubinelublin.com/property-listings.php

By virtue of a Power of Sale contained in that certain Security Deed from ROBERT P. SPARRA, JR. to THORNBURO MORTGAGE HOME LOANS, INC., dated June 26, 2002, recorded July 17, 2002, in Deed Book 13440, Page 93, DeKalb County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Three Hundred Twelve Thousand Seven Hundred and 00/100 dollars (\$312,700.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to Deutsche Bank National Trust Company, as Trustee, on behalf of the holders of the Thornburo Mortgage Securities Trust 2002-3 Mortgage Pass-Through Certificates, Series 2002-3, there will be sold at public outcry to the highest bidder for cash at the DeKalb County Courthouse, within the legal hours of sale on the first Tuesday in January, 2018, all property described in said Security Deed including but not limited to the following described property:

Land referred to in this commitment is described as all that certain property situated in the county of DeKalb and state of Georgia and being described in a deed dated September 16, 1999, and recorded October 6, 1999, among the land records of the county and state set forth above and referenced as follows: Book 10983 and Page 165. All that tract or parcel

of land lying and being in Land Lot 276 of the 18th District of DeKalb County, Georgia, being Lot 19, Block 9 of Oglethorpe Estate Subdivision, Unit 4-8, as per plat recorded in Plat Book 26, Page 19, DeKalb County records, and being more particularly described as follows: beginning at an iron pin on the northeast right of way line of Inman Drive, 535 feet

PAGE 26C

THAT PURPOSE.
 Attorney Contact: Rubin Lublin, LLC,
 3145 Avalon Ridge Place, Suite 100,
 Peachtree Corners, GA 30071
 Telephone Number: (877) 813-0992
 Case No. ++BVC-16-00950-S DOT-
 SPMH++
www.rublinlublin.com/property-listings-phpc

420-406160
 12/7,12/14,12/21,12/28Wg
NOTICE OF SALE UNDER POWER
 OF GEORGIA, DEKALB COUNTY
 By virtue of a Power of Sale con-
 tained in that certain Security Deed
 from ROBERT P. SPARRA, JR., to
 THORNBURG MORTGAGE HOME
 LOANS, INC. dated June 26, 2002,
 recorded July 17, 2002, in Deed
 Book 13440, Page 1, DeKalb County,
 Georgia Records, said Security Deed
 having been given to secure a Note
 of even date in the original principal
 amount of Three Hundred Twelve
 Thousand Seven Hundred and
 00/100 Dollars (\$312,700.00), with
 interest thereon as provided for
 herein, said Security Deed having been
 last sold, assigned and transferred to
 Deutsche Bank National Trust Com-
 pany, as Trustee, on behalf of the
 holders of the Thornburg Mortgage
 Securities Trust 2002-3 Mortgage
 Pass-Through Certificates, Series
 2002-3, there will be sold at public
 outcry to the highest bidder for cash
 at the DeKalb County Courthouse,
 within the legal hours of sale on the
 first Tuesday in January, 2018, all
 property described in said Security
 Deed including but not limited to the
 following described property:

Land referred to in this commitment
 is described as all that certain prop-
 erty situated in the county of DeKalb
 and state of Georgia and being de-
 scribed in a deed dated September
 16, 1999, and recorded October 6,
 1999, among the land records of the
 county and state set forth above and
 referenced as follows: Book 10983
 and Page 165, All that tract or parcel
 of land lying and being in Land Lot
 276 of the 18th District of DeKalb
 County, Georgia, being Lot 9, Block
 9 of Ogilthorpe Estate Subdivision,
 Unit 4-B, as per plat recorded in Plat
 Book 129, Page 19, DeKalb County re-
 cords, and being more particularly
 described as follows: beginning at an
 iron pin on the northeast right of way
 line of Inman Drive, 535 feet south-
 easterly, northeasterly, northerly and
 northwesterly, as measured along the
 southwesterly, southeasterly, easterly
 and northeasterly right of way line
 of Inman Drive, and following the
 curvature thereof, form the point of
 intersection of the southwesterly right
 of way line of Inman Drive and the
 easterly right of way line of Woodrow
 Way, if said street lines were extended
 to form an angle instead of a curve,
 said point of beginning also being
 located at the westernmost corner
 of lot 18 of said block, unit and
 subdivision; thence running in a
 northwesterly, northerly and north-
 easterly direction along the north-
 easterly, easterly and southeasterly
 right of way line of Inman Drive and
 following the curvature thereof, 250
 feet to an iron pin; thence running in
 a southeasterly direction along the
 southwestern line of lot 20 of said
 block, unit and subdivision, 167.2 feet
 to an iron pin; thence running in a
 southeasterly direction along the
 northwestern line of lot 18 of said
 block, unit and subdivision, 149.7 feet
 to an iron pin on the northeast right
 of way line of Inman Drive, which point
 is the point of beginning. Tax ID # 18-
 276-19-035

Said legal description being con-
 trolled, however the property is more
 commonly known as 3608 INMAN
 DRIVE, ATLANTA, GA 30319.
 The indebtedness secured by said
 Security Deed has been and is
 hereby declared due because of de-
 fault under the terms of said Security
 Deed and Note. The indebtedness
 remaining in default, this sale will be
 made for the purpose of paying the
 same, all expenses of the sale, in-
 cluding attorneys' fees (notice to col-
 lect same having been given) and all
 other payments provided for under
 the terms of the Security Deed and
 Note.
 Said property will be sold on an "as-
 is" basis without any representation,
 warranty or recourse against the
 above-named or the undersigned.
 The sale will also be subject to the
 following items which may affect the
 title: any outstanding ad valorem
 taxes (including taxes which are a li-
 en, whether or not now due and pay-
 able); the right of redemption of any
 taxing authority; matters which would
 be disclosed by an accurate survey

or by an inspection of the property; all
 zoning ordinances; assessments; li-
 ens; encumbrances; restrictions; cov-
 enants, and any other matters of re-
 cord superior to said Security Deed.
 To the best of the knowledge and be-
 lief of the undersigned, the owner
 and party in possession of the prop-
 erty is ROBERT P. SPARRA, JR.,
 ROBERT SPARRA JR, or tenants(s).
 The sale will be conducted subject
 (1) to confirmation that the sale is not
 prohibited under the U.S. Bankruptcy
 Code and (2) to final confirmation
 and audit of the status of the loan
 with the holder of the Security Deed.
 Please note that, pursuant to
 O.C.G.A. § 44-14-162.2, you are not
 entitled by law to an amendment or
 modification of the terms of your loan.
 The entity having full authority to ne-
 gotiate, amend or modify all terms of
 the loan (although not required by
 law to do so) is: BAYVIEW LOAN
 SERVICING, LLC, Loss Mitigation
 Dept., 4425 Ponce de Leon Blvd., 5th
 Floor, Coral Gables, FL 33146, Tele-
 phone Number: 800-771-0299.
 BAYVIEW LOAN SERVICING, LLC
 as Attorney in Fact for
 WALTER H HOTZ
 THE BELOW LAW FIRM MAY BE
 HELD TO BE ACTING AS A DEBT
 COLLECTOR, UNDER FEDERAL
 LAW, IF SO, ANY INFORMATION
 OBTAINED WILL BE USED FOR
 THAT PURPOSE.

Attorney Contact: Rubin Lublin, LLC,
 3145 Avalon Ridge Place, Suite 100,
 Peachtree Corners, GA 30071
 Telephone Number: (877) 813-0992
 Case No. ++SPS-11-14244-24
 SPARRA++
www.rublinlublin.com/property-listings-phpc

420-406164
 12/7,12/14,12/21,12/28Wg
NOTICE OF SALE UNDER POWER
 OF GEORGIA, DEKALB COUNTY
 By virtue of a Power of Sale con-
 tained in that certain Security Deed
 from WALTER H HOTZ to JPMOR-
 GAN CHASE BANK N.A., dated
 September 30, 2011, recorded Octo-
 ber 10, 2011, in Deed Book 22671,
 Page 159, DeKalb County, Georgia
 Records, said Security Deed having
 been given to secure a Note of even
 date in the original principal amount
 of One Hundred Ten Thousand Six
 Hundred Ninety and 00/100 Dollars
 (\$110,690.00), with interest thereon
 as provided for herein, said Security
 Deed having been last sold, as-
 signed and transferred to Bayview
 Loan Servicing, LLC, a Delaware
 Limited Liability Company, there will
 be sold at public outcry to the highest
 bidder for cash at the DeKalb County
 Courthouse, within the legal hours of
 sale on the first Tuesday in January,
 2018, all property described in said
 Security Deed including but not limited
 to the following described prop-
 erty:

ALL THAT TRACT OR PARCEL OF
 LAND LYING AND BEING IN LAND
 LOT 28 OF THE 16TH DISTRICT OF
 DEKALB COUNTY, GEORGIA, AND
 BEING MORE PARTICULARLY DE-
 SCRIBED AS FOLLOWS:
 CONDOMINIUM UNIT 91, PHASE
 ONE OF THE HIGHLAND AT HIDDEN
 HILLS CONDOMINIUM, A CONDOMINIUM,
 AS MORE PARTICULARLY DESCRIBED AND
 DELINEATED IN THE DECLARATION
 OF CONDOMINIUM FOR THE
 HIGHLANDS AT HIDDEN HILLS
 CONDOMINIUM, RECORDED IN
 DEED BOOK 4691, PAGE 438, ET
 SEC., DEKALB COUNTY, GEOR-
 GIA RECORDS, AS MAY BE AMENDED.
 THIS CONVEYANCE IS MADE SUB-
 JECT TO THE DECLARATION AND
 ALL MATTERS REFERENCED
 THEREIN. ALL MATTERS SHOWN
 ON THE PLAT RECORDED IN CONDOMINIUM
 PLAT BOOK 4, PAGE 164, DEKALB COUNTY,
 GEORGIA RECORDS, AS MAY BE AMENDED,
 AND THE FLOOR PLANS RECORDED
 IN CONDOMINIUM FLOOR
 PLAN FOLDER 130 AFFORSALED
 RECORDS, AS MAY BE AMENDED.
 TOGETHER WITH AND SUBJECT
 TO THOSE CERTAIN EASEMENTS,
 RIGHTS, BENEFITS AND BURDENS
 APPERTAINING TO THE PROP-
 erty CONVEYED HEREBY UN-
 DER AND PURSUANT TO THAT
 CERTAIN DECLARATION OF EASE-
 MENTS, DATED DECEMBER 16,
 1982 AND RECORDED IN DEED
 BOOK 4691, PAGE 428, DEKALB
 COUNTY, GEORGIA.
 Said legal description being con-
 trolled, however the property is more
 commonly known as 5089 Highland
 Hills Court, Stone Mountain, GA
 30088.
 The indebtedness secured by said
 Security Deed has been and is
 hereby declared due because of de-

fault under the terms of said Security
 Deed and Note. The indebtedness
 remaining in default, this sale will be
 made for the purpose of paying the
 same, all expenses of the sale, in-
 cluding attorneys' fees (notice to col-
 lect same having been given) and all
 other payments provided for under
 the terms of the Security Deed and
 Note.
 Said property will be sold on an "as-
 is" basis without any representation,
 warranty or recourse against the
 above-named or the undersigned.
 The sale will also be subject to the
 following items which may affect the
 title: any outstanding ad valorem
 taxes (including taxes which are a li-
 en, whether or not now due and pay-
 able); the right of redemption of any
 taxing authority; matters which would
 be disclosed by an accurate survey
 or by an inspection of the property; all
 zoning ordinances; assessments; li-
 ens; encumbrances; restrictions; cov-
 enants, and any other matters of re-
 cord superior to said Security Deed.

Attorney Contact: Rubin Lublin, LLC,
 3145 Avalon Ridge Place, Suite 100,
 Peachtree Corners, GA 30071
 Telephone Number: (877) 813-0992
 Case No. ++BVC-17-05589-1
 HOTZ++
www.rublinlublin.com/property-listings-phpc

420-406165
 12/7,12/14,12/21,12/28Wg
NOTICE OF SALE UNDER POWER
 OF GEORGIA, DEKALB COUNTY
 By virtue of a Power of Sale con-
 tained in that certain Security Deed
 from Cynthia Banks to Mortgage
 Electronic Registration Systems Inc.
 as nominee for Mid-Atlantic Financial
 Services Inc., dated November 7,
 2009, recorded July 23, 2010, in
 Deed Book 22058, Page 32 (See
 Court Order at 24483/342), DeKalb
 County, Georgia Records, said Se-
 curity Deed having been given to se-
 cure a Note of even date in the or-
 iginal principal amount of One Hun-
 dred Ninety Thousand Five Hun-
 dred Fifty-Four and 00/100 Dollars
 (\$19,542.00), with interest thereon
 as provided for herein, said Security
 Deed having been last sold, as-
 signed and transferred to Bayview
 Loan Servicing, LLC, a Delaware
 Limited Liability Company, there will
 be sold at public outcry to the highest
 bidder for cash at the DeKalb County
 Courthouse, within the legal hours of
 sale on the first Tuesday in January,
 2018, all property described in said
 Security Deed including but not limited
 to the following described prop-
 erty:

ALL THAT TRACT OR PARCEL OF
 LAND LYING AND BEING IN LAND
 LOT 28 OF THE 16TH DISTRICT OF
 DEKALB COUNTY, GEORGIA, AND
 BEING MORE PARTICULARLY DE-
 SCRIBED AS FOLLOWS:
 CONDOMINIUM UNIT 91, PHASE
 ONE OF THE HIGHLAND AT HIDDEN
 HILLS CONDOMINIUM, A CONDOMINIUM,
 AS MORE PARTICULARLY DESCRIBED AND
 DELINEATED IN THE DECLARATION
 OF CONDOMINIUM FOR THE
 HIGHLANDS AT HIDDEN HILLS
 CONDOMINIUM, RECORDED IN
 DEED BOOK 4691, PAGE 438, ET
 SEC., DEKALB COUNTY, GEOR-
 GIA RECORDS, AS MAY BE AMENDED.
 THIS CONVEYANCE IS MADE SUB-
 JECT TO THE DECLARATION AND
 ALL MATTERS REFERENCED
 THEREIN. ALL MATTERS SHOWN
 ON THE PLAT RECORDED IN CONDOMINIUM
 PLAT BOOK 4, PAGE 164, DEKALB COUNTY,
 GEORGIA RECORDS, AS MAY BE AMENDED,
 AND THE FLOOR PLANS RECORDED
 IN CONDOMINIUM FLOOR
 PLAN FOLDER 130 AFFORSALED
 RECORDS, AS MAY BE AMENDED.
 TOGETHER WITH AND SUBJECT
 TO THOSE CERTAIN EASEMENTS,
 RIGHTS, BENEFITS AND BURDENS
 APPERTAINING TO THE PROP-
 erty CONVEYED HEREBY UN-
 DER AND PURSUANT TO THAT
 CERTAIN DECLARATION OF EASE-
 MENTS, DATED DECEMBER 16,
 1982 AND RECORDED IN DEED
 BOOK 4691, PAGE 428, DEKALB
 COUNTY, GEORGIA.
 Said legal description being con-
 trolled, however the property is more
 commonly known as 5089 Highland
 Hills Court, Stone Mountain, GA
 30088.
 The indebtedness secured by said
 Security Deed has been and is
 hereby declared due because of de-

fault under the terms of said Security
 Deed and Note. The indebtedness
 remaining in default, this sale will be
 made for the purpose of paying the
 same, all expenses of the sale, in-
 cluding attorneys' fees (notice to col-
 lect same having been given) and all
 other payments provided for under
 the terms of the Security Deed and
 Note.
 Said property will be sold on an "as-
 is" basis without any representation,
 warranty or recourse against the
 above-named or the undersigned.
 The sale will also be subject to the
 following items which may affect the
 title: any outstanding ad valorem
 taxes (including taxes which are a li-
 en, whether or not now due and pay-
 able); the right of redemption of any
 taxing authority; matters which would
 be disclosed by an accurate survey
 or by an inspection of the property; all
 zoning ordinances; assessments; li-
 ens; encumbrances; restrictions; cov-
 enants, and any other matters of re-
 cord superior to said Security Deed.
 To the best of the knowledge and be-
 lief of the undersigned, the owner
 and party in possession of the prop-
 erty is Cynthia Banks, or tenants(s).
 The sale will be conducted subject
 (1) to confirmation that the sale is not
 prohibited under the U.S. Bankruptcy
 Code and (2) to final confirmation
 and audit of the status of the loan
 with the holder of the Security Deed.
 Please note that, pursuant to
 O.C.G.A. § 44-14-162.2, you are not
 entitled by law to an amendment or
 modification of the terms of your loan.
 The entity having full authority to ne-
 gotiate, amend or modify all terms of
 the loan (although not required by
 law to do so) is: BAYVIEW LOAN
 SERVICING, LLC, Loss Mitigation
 Dept., 4425 Ponce de Leon Blvd., 5th
 Floor, Coral Gables, FL 33146, Tele-
 phone Number: 800-771-0299.
 BAYVIEW LOAN SERVICING, LLC
 as Attorney in Fact for
 CYNTHIA BANKS
 THE BELOW LAW FIRM MAY BE
 HELD TO BE ACTING AS A DEBT
 COLLECTOR, UNDER FEDERAL
 LAW, IF SO, ANY INFORMATION
 OBTAINED WILL BE USED FOR
 THAT PURPOSE.

Attorney Contact: Rubin Lublin, LLC,
 3145 Avalon Ridge Place, Suite 100,
 Peachtree Corners, GA 30071
 Telephone Number: (877) 813-0992
 Case No. ++BVC-13-03267-3
 BANKS++
www.rublinlublin.com/property-listings-phpc

420-406166
 12/7,12/14,12/21,12/28Wg
NOTICE OF SALE UNDER POWER
 OF GEORGIA, DEKALB COUNTY
 By virtue of a Power of Sale con-
 tained in that certain Security Deed
 from DONALD LEE BROWN,
 JOANN H. BROWN to JPMORGAN
 CHASE BANK N.A., dated April 12,
 2014, recorded April 23, 2014, in
 Deed Book 24345, Page 619, DeKalb
 County, Georgia Records, said Se-
 curity Deed having been given to se-
 cure a Note of even date in the or-
 iginal principal amount of Ninety-Four
 Thousand Nine Hundred Forty-Eight
 and 00/100 Dollars (\$94,948.00), with
 interest thereon as provided for
 herein, said Security Deed having
 been last sold, assigned and trans-
 ferred to Bayview Loan Servicing,
 LLC, a Delaware Limited Liability
 Company, there will be sold at public
 outcry to the highest bidder for cash
 at the DeKalb County Courthouse,
 within the legal hours of sale on the
 first Tuesday in January, 2018, all
 property described in said Security
 Deed including but not limited to the
 following described property:
 LAND SITUATED IN THE COUNTY
 OF DEKALB IN THE STATE OF GA
 ALL THAT TRACT OR PARCEL OF
 LAND LYING AND BEING IN LAND
 LOT 28 OF THE 15TH DISTRICT OF
 DEKALB COUNTY, GEORGIA, BE-
 ING LOT 12, BLOCK C, CHIMNEY
 RIDGE SUBDIVISION, UNIT TWO,
 AS PER PLAT RECORDED IN PLAT
 BOOK 69, PAGE 77, DEKALB
 COUNTY, GEORGIA RECORDS, TO
 WHICH REFERENCE IS HEREBY
 MADE FOR A MORE PARTICULAR
 DESCRIPTION OF SAID PROP-
 erty. COMMONLY KNOWN AS:
 3715 CHIMNEY RIDGE CT, ELLEN-
 WOOD, GA 30294
 Said legal description being con-
 trolled, however the property is more
 commonly known as 3715 CHIMNEY
 RIDGE CT, ELLENWOOD, GA
 30294.
 The indebtedness secured by said
 Security Deed has been and is
 hereby declared due because of de-

fault under the terms of said Security
 Deed and Note. The indebtedness
 remaining in default, this sale will be
 made for the purpose of paying the
 same, all expenses of the sale, in-
 cluding attorneys' fees (notice to col-
 lect same having been given) and all
 other payments provided for under
 the terms of the Security Deed and
 Note.
 Said property will be sold on an "as-
 is" basis without any representation,
 warranty or recourse against the
 above-named or the undersigned.
 The sale will also be subject to the
 following items which may affect the
 title: any outstanding ad valorem
 taxes (including taxes which are a li-
 en, whether or not now due and pay-
 able); the right of redemption of any
 taxing authority; matters which would
 be disclosed by an accurate survey
 or by an inspection of the property; all
 zoning ordinances; assessments; li-
 ens; encumbrances; restrictions; cov-
 enants, and any other matters of re-
 cord superior to said Security Deed.
 To the best of the knowledge and be-
 lief of the undersigned, the owner
 and party in possession of the prop-
 erty is DONALD LEE BROWN,
 JOANN H. BROWN, or tenants(s).
 The sale will be conducted subject
 (1) to confirmation that the sale is not
 prohibited under the U.S. Bankruptcy
 Code and (2) to final confirmation
 and audit of the status of the loan
 with the holder of the Security Deed.
 Please note that, pursuant to
 O.C.G.A. § 44-14-162.2, you are not
 entitled by law to an amendment or
 modification of the terms of your loan.
 The entity having full authority to ne-
 gotiate, amend or modify all terms of
 the loan (although not required by
 law to do so) is: BAYVIEW LOAN
 SERVICING, LLC, Loss Mitigation
 Dept., 4425 Ponce de Leon Blvd., 5th
 Floor, Coral Gables, FL 33146, Tele-
 phone Number: 800-771-0299.
 BAYVIEW LOAN SERVICING, LLC,
 A DELAWARE LIMITED LIABILITY
 COMPANY
 as Attorney in Fact for
 DONALD LEE BROWN,
 JOANN H. BROWN
 THE BELOW LAW FIRM MAY BE
 HELD TO BE ACTING AS A DEBT
 COLLECTOR, UNDER FEDERAL
 LAW, IF SO, ANY INFORMATION
 OBTAINED WILL BE USED FOR
 THAT PURPOSE.

Attorney Contact: Rubin Lublin, LLC,
 3145 Avalon Ridge Place, Suite 100,
 Peachtree Corners, GA 30071
 Telephone Number: (877) 813-0992
 Case No. ++BVC-17-06994-1++
www.rublinlublin.com/property-listings-phpc

420-406167
 12/7,12/14,12/21,12/28Wg
NOTICE OF SALE UNDER POWER
 STATE OF GEORGIA
 COUNTY OF DEKALB
 Under and by virtue of the power of
 sale contained within that certain Se-
 curity Deed dated September 18,
 2009, from Juanita M. Smith to Bank
 of America, N.A., recorded on
 November 8, 2009 in Deed Book
 11689 at Page 451 DeKalb County,
 Georgia Records, and said Security
 Deed having been given to secure a
 note dated September 18, 2009, in
 the amount of \$61,650.00, and said
 Note being in default, the undersig-
 ned will sell at public outcry during
 the legal hours of sale before the
 door of the courthouse of DeKalb
 County, Georgia, on January 2, 2018
 the following described real property
 (hereinafter referred to as the "Prop-
 erty"): ALL THAT TRACT OR PAR-
 CEL OF LAND LYING AND BEING
 IN LAND LOT 34, OF THE 15TH
 DISTRICT, OF DEKALB COUNTY,
 GEORGIA, BEING LOT 2, CHAPEL
 HILL, UNIT X, PHASE 1, AS PER
 PLAT RECORDED IN PLAT BOOK
 86, PAGE 129, DEKALB COUNTY
 RECORDS. The debt secured by the
 Security Deed and evidenced by the
 Note and has been, and is hereby,
 declared due and payable because
 of, among other possible events of
 default, failure to make the payments
 as required by the terms of the Note.
 The debt remaining is in default and
 this sale will be made for the pur-
 poses of paying the Security Deed,
 accrued interest, and all expenses of
 the sale, including attorneys' fees.
 Notice of intention to collect attor-
 neys' fees has been given as
 provided by law. To the best of the
 undersigned's knowledge, the per-
 son(s) in possession of the property
 is/are Juanita M. Smith. The property,
 being commonly known as 4216
 Southvale Drive, Decatur, GA,
 30034 in DeKalb County, will be sold
 as the property of Juanita M. Smith,
 subject to any outstanding ad val-

em taxes (including taxes which are a
 lien and not yet due and payable),
 any matters affecting title to the prop-
 erty which would be disclosed by ac-
 curate survey and inspection there-
 on, and all assessments, liens, encum-
 brances, restrictions, covenants, and
 matters of record to the Security
 Deed. Pursuant to O.C.G.A. Section
 44-14-162.2, the name, address and
 telephone number of the individual or
 entity who shall have the full author-
 ity to negotiate, amend or modify all
 terms of the above described mort-
 gage is as follows: Bank of America,
 N.A., 9000 Southside Boulevard,
 Building 400, Jacksonville, FL 32256,
 1-877-744-7691. The foregoing not-
 withstanding, nothing in O.C.G.A.
 Section 44-14-162.2 shall require the
 secured creditor to negotiate, amend
 or modify the terms of the mortgage
 instrument. The sale will be con-
 ducted subject (1) to confirmation that
 the sale is not prohibited under U.S.
 Bankruptcy code and (2) to final con-
 firmation and audit of the status of
 the loan with the holder of the Secu-
 rity Deed. Albertelli Law Attorney for
 BANK OF AMERICA, N.A. as Attor-
 ney in Fact for Juanita M. Smith 100
 Galleria Parkway, Suite 960 Atlanta,
 GA 30339 Phone: (770) 373-4242
 By: James E. Albertelli, Esq. For the
 Firm THIS FIRM IS ACTING AS A
 DEBT COLLECTOR ATTEMPTING
 TO COLLECT A DEBT. ANY IN-
 FORMATION OBTAINED WILL BE
 USED FOR THAT PURPOSE. -
 ++17-042345 A-463784 SMITH++

420-406168
 12/7,12/14,12/21,12/28Wg
NOTICE OF SALE UNDER POWER
 STATE OF GEORGIA, COUNTY OF
 DEKALB Under and by virtue of the
 power of sale contained within that cer-
 tain Security Deed dated July 26,
 2004, from Richard Francati to Mor-
 gage Electronic Registration Sys-
 tems, Inc., as nominee for Ameri-
 can Residential Mortgage Corp., re-
 corded on August 6, 2004 in Deed Book
 16456 at Page 794, DeKalb County,
 Georgia Records, having been last
 sold, assigned, transferred and con-
 veyed TO THE BANK OF NEW YORK
 MELLON F/K/A THE BANK OF NEW
 YORK as successor in interest to JP
 Morgan Chase Bank, N.A. as Trust-
 ee for Structured Adjustable Rate
 Mortgage Loan Trust Mortgage Pass-
 Through Certificates, Series 2004-17
 as Attorney in Fact for Richard Fran-
 cati 100 Galleria Parkway, Suite 960
 Atlanta, GA 30339 Phone: (770) 373-
 4242 By: James E. Albertelli, Esq.
 For the Firm THIS FIRM IS ACTING
 AS A DEBT COLLECTOR ATTEMPTING
 TO COLLECT A DEBT. ANY IN-
 FORMATION OBTAINED WILL BE
 USED FOR THAT PURPOSE. -++17-022049 A-463846
 FRANCATI++

420-406169
 12/7,12/14,12/21,12/28Wg
NOTICE OF SALE UNDER POWER
 STATE OF GEORGIA
 COUNTY OF DEKALB
 Under and by virtue of the power of
 sale contained within that certain Se-
 curity Deed dated May 14, 2004,
 from Phoebe Alecia Burke to Bank
 of America, N.A., recorded on May
 25, 2004 in Deed Book 16183 at
 Page 492 DeKalb County, Georgia re-
 cords, having been last sold, as-
 signed, transferred and conveyed to
 U.S. BANK NATIONAL ASSOCI-
 ATION, AS SUCCESSOR TRUST-
 E TO WACHOVIA BANK, NATION-
 AL ASSOCIATION, AS TRUSTEE
 TO BANC OF AMERICA MORT-
 GAGE SECURITIES, INC., MORT-
 GAGE PASS-THROUGH CERTIFIC-
 ATES, SERIES 2004-G By Assign-
 ment and said Security Deed having
 been given to secure a note dated
 May 14, 2004, in the amount of
 \$80,200.00, and said Note being in
 default, the undersigned will sell at
 public outcry during the legal hours of
 sale before the door of the court-
 house of DeKalb County, Georgia, on
 January 2, 2018 the following de-
 scribed real property (hereinafter re-
 ferred to as the "Property"): ALL
 THAT TRACT OR PARCEL OF
 LAND LYING AND BEING IN LAND
 LOT 1 OF THE 16TH DISTRICT OF
 DEKALB COUNTY, GEORGIA, BE-
 ING LOT 22, HAIRSTON HILL
 TOWNHOUSES, AS PER PLAT RE-
 CORDED IN PLAT BOOK 81, PAGE
 151, DEKALB COUNTY RECORDS,
 WHICH PLAT IS INCORPORATED
 HEREIN BY REFERENCE. The debt

ERTY ONE HUNDRED THIRTY
 (130) FEET TO AN "X" IN CON-
 CRETE LOCATED ON THE WEST
 RIGHT OF WAY LINE OF BLAKE
 AVENUE AT THE POINT OF BEGIN-
 NING; BEING IMPROVED PROP-
 erty KNOWN AS 397 BLAKE AV-
 ENUE, ACCORDING TO THE PRE-
 SENT SYSTEM OF NUMBER-
 ING HOUSES IN THE CITY OF AT-
 LANTA, DEKALB COUNTY, GEOR-
 GIA. The debt secured by the Secu-
 rity Deed and evidenced by the Note
 and has been, and is hereby, de-
 clared due and payable because of,
 among other possible events of de-
 fault, failure to make the payments
 as required by the terms of the Note.
 The debt remaining is in default and
 this sale will be made for the pur-
 poses of paying the Security Deed,
 accrued interest, and all expenses of
 the sale, including attorneys' fees.
 Notice of intention to collect attor-
 neys' fees has been given as
 provided by law. To the best of the
 undersigned's knowledge, the per-
 son(s) in possession of the property
 is/are Richard Francati. The prop-
 erty, being commonly known as 397
 Blake, Atlanta, GA, 30316 in DeKalb
 County, will be sold as the property
 of Richard Francati, subject to any out-
 standing ad valorem taxes (including
 taxes which are a lien and not yet
 due and payable), any matters affect-
 ing title to the property which would
 be disclosed by accurate survey and
 inspection thereof, and all assess-
 ments, liens, encumbrances, restric-
 tions, covenants, and matters of re-
 cord to the Security Deed. Pursuant
 to O.C.G.A. Section 44-14-162.2, the
 name, address and telephone num-
 ber of the individual or entity who
 shall have the full authority to ne-
 gotiate, amend or modify all terms of
 the above described mortgage is as fol-
 lows: National Mortgage LLC, 8500
 Cypress Waters Blvd., Coppell, TX
 75019, 888-585-9398. The forego-
 ing notwithstanding, nothing in
 O.C.G.A. Section 44-14-162.2 shall
 require the secured creditor to ne-
 gotiate, amend or modify the terms of
 the mortgage instrument. The sale will
 be conducted subject (1) to confirma-
 tion that the sale is not prohibited under
 U.S. Bankruptcy code and (2) to final
 confirmation and audit of the status of
 the loan with the holder of the Secu-
 rity Deed. Albertelli Law Attorney for
 THE BANK OF NEW YORK MELLON
 F/K/A THE BANK OF NEW YORK
 as successor in interest to JP
 Morgan Chase Bank, N.A. as Trust-
 ee for Structured Adjustable Rate
 Mortgage Loan Trust Mortgage Pass-
 Through Certificates, Series 2004-17
 as Attorney in Fact for Richard Fran-
 cati 100 Galleria Parkway, Suite 960
 Atlanta, GA 30339 Phone: (770) 373-
 4242 By: James E. Albertelli, Esq.
 For the Firm THIS FIRM IS ACTING
 AS A DEBT COLLECTOR ATTEMPTING
 TO COLLECT A DEBT. ANY IN-
 FORMATION OBTAINED WILL BE
 USED FOR THAT PURPOSE. -++17-022049 A-463846
 FRANCATI++

MAGISTRATE COURT OF DEKALB COUNTY

DISPOSSESSORY
WARRANT

Plaintiff's Name and Address

Plaintiff's Attorney and Address

Ga. Bar No. _____

VS.

Defendant's Name and Address

Victor Warren Properties, Inc.
754 Lullwater Rd
Atlanta, Ga 30307

Personally appeared the undersigned who upon oath says that he is (owner), (attorney at law), (agent), (attorney in fact) for the owner of said premises, and that Defendant is in possession as tenant of premises at the above address in DeKalb County.

FURTHER:

- ☐ That said tenant fails to pay rent now due thereon;
☐ That tenant is holding said house and premises over and beyond the term for which the same was rented or leased to him;
☒ That said tenant is a tenant at sufferance;

The said owner desires and has demanded possession of said house and premises, and the same has been refused by the said defendant and affiant makes this affidavit that a warrant may issue for the removal of said defendant together with his property from said house and premises.

PLAINTIFF PRAYS:

- (a) judgment for the past due rent in the amount of \$ 0 -;
(b) rent accruing up to the date of judgment or vacancy at the rate of \$ _____ per _____;
(c) other POSSESSION

SUMMONS

TO THE MARSHAL of the State Court of DeKalb County or his lawful deputies, GREETINGS:

The defendant herein is hereby commanded and required personally or by attorney to file with the Clerk of the Magistrate Court of DeKalb County, 2nd Floor, Suite 270, Administrative Tower, DeKalb County Courthouse, 556 N. McDonough St., Decatur, Georgia within seven (7) days from the date of service of the within affidavit and summons (or on the first business day thereafter if the seventh day falls on Saturday, Sunday or legal holiday) then and there to answer said affidavit in writing or orally (orally means in front of a deputy clerk). If such answer is not made to said affidavit on or before the 12 day of APRIL, 20 18, a writ of possession shall issue instant as by law provided, and a judgment by default will be taken against you for all rents demanded in the complaint.

Witness, the Honorable Berryl A. Anderson, Judge of said Court

Sworn to, subscribed and filed before me, this

APRIL 3, 20 18

By: [Signature]
Deputy Clerk

Affiant Robin Warren

Phone No. 404-454-0857

MARSHAL'S ENTRY OF SERVICE

I have served the foregoing affidavit and summons on the Defendant(s) by delivering a copy of the same:

☒ Personally ROBERT SPARRALL ☐ Defendant not found in the jurisdiction of this Court

☐ To a person sui juris residing on the premises (Name) _____
Age _____ Wt. _____ Ht. _____

☐ By posting a copy to the door of the premises and depositing a copy in the U.S. Mail, First Class in an envelope properly addressed with adequate postage thereon, said copy containing notice to the Defendant(s) to answer at the place stated in said summons.

DATE OF SERVICE 4-5, 20 18 VILLUBONCE #690 Deputy Marshal

PERSONAL INOTICIOUS
SERVICE ATTEMPTED 0758 MFS

Victor Warren Properties, Inc
754 Lullwater Rd
Atlanta, Ga 30307

RECEIVED

MAGISTRATE COURT OF DEKALB COUNTY

**DISPOSSESSORY
WARRANT**

Plaintiff's Name and Address

Plaintiff's Attorney and Address

DeKalb MARSHAL'S OFFICE

Ga. Bar No. _____

VS.

Robert Sparratt + all others
3606 Taman Dr
Atlanta, Ga 30319

Victor Warren Properties, Inc
~~3606 Taman Dr~~
~~Atlanta, Ga 30319~~
754 Lullwater Rd
Atlanta, Ga 30307

Defendant's Name and Address

Personally appeared the undersigned who upon oath says that he is (owner), (attorney at law), (agent), (attorney in fact) for the owner of said premises, and that Defendant is in possession as tenant of premises at the above address in DeKalb County.

FURTHER:

- ☐ That said tenant fails to pay rent now due thereon;
☐ That tenant is holding said house and premises over and beyond the term for which the same was rented or leased to him;
☒ That said tenant is a tenant at sufferance;

The said owner desires and has demanded possession of said house and premises, and the same has been refused by the said defendant and affiant makes this affidavit that a warrant may issue for the removal of said defendant together with his property from said house and premises.

PLAINTIFF PRAYS:

- (a) judgment for the past due rent in the amount of \$ - 0 -;
(b) rent accruing up to the date of judgment or vacancy at the rate of \$ _____ per _____;
(c) other possession

SUMMONS

TO THE MARSHAL of the State Court of DeKalb County or his lawful deputies, GREETINGS:

The defendant herein is hereby commanded and required personally or by attorney to file with the Clerk of the Magistrate Court of DeKalb County, 2nd Floor, Suite 270, Administrative Tower, DeKalb County Courthouse, 556 N. McDonough St., Decatur, Georgia within seven (7) days from the date of service of the within affidavit and summons (or on the first business day thereafter if the seventh day falls on Saturday, Sunday or legal holiday) then and there to answer said affidavit in writing or orally (orally means in front of a deputy clerk). If such answer is not made to said affidavit on or before the 12 day of APRIL, 20 18, a writ of possession shall issue instant as by law provided; and a judgment by default will be taken against you for all rents demanded in the complaint.

Witness, the Honorable Berryl A. Anderson, Judge of said Court

Sworn to, subscribed and filed before me, this

April 3, 20 18

Affiant Robin Warren

By: Monica McDonaugh
Deputy Clerk

Phone No. 404-454-0857

MARSHAL'S ENTRY OF SERVICE

I have served the foregoing affidavit and summons on the Defendant(s) by delivering a copy of the same:

- ☒ Personally ROBERT SPARRATT Defendant not found in the jurisdiction of this Court
☐ To a person sui juris residing on the premises (Name) _____
Age _____ Wt. _____ Ht. _____

☐ By posting a copy to the door of the premises and depositing a copy in the U.S. Mail, First Class in an envelope properly addressed with adequate postage thereon, said copy containing notice to the Defendant(s) to answer at the place stated in said summons.

DATE OF SERVICE 4-5, 20 18

VILLALBA #690

Deputy Marshal

PERSONAL INOTICIOUS
SERVICE ATTEMPTED 0757 MRS

18DISP030100

18DISP030101

magdispo2008

CERTIFICATE OF SERVICE

I, Bob Phillips, certify that on May 31, 2018, I caused a copy of the Debtor's First Amendment to his Verified Motion for Sanctions for Willful Violation of the Automatic Stay to be filed in this proceeding by electronic means and to be served by depositing a copy of the same in the United States Mail in a properly addressed envelop with adequate postage thereon to the said parties as follows:

Lisa F. Caplan, Esq.
Rubin Lubin LLC
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, GA 30071

Denise Dotson, Trustee
P.O. Box 435
Avondale Estates, GA 30003

David Whitridge, Esq.
Thompson, O'Brien, Kemp, & Nasuti, PC
40 Technology Parkway South, Suite 300
Peachtree Corners, GA 30092

Dated: May 31, 2018

/s/ Bob Phillips
Bob Phillips
Attorney for Debtors
GA Bar No. 576702

327 Dahlonega St., Suite 604A
Cumming, GA 30040
770-205-1922
bphillips@bobphillipslaw.com